

|  |                         |  |               |  |  |   |                     |  |
|--|-------------------------|--|---------------|--|--|---|---------------------|--|
| <b>AWARD/CONTRACT</b>  |                         | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 350) |               | RATING<br>DX-C9  |  | PAGE OF PAGES<br>1   29   |                     |  |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>HQ0006-05-D-0006   |                         | 3. EFFECTIVE DATE<br>23 May 2005                             |               | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |  |   |                     |  |
| 5. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>BHWLEE MADELOFF<br>703-882-6152 FAX 703-882-6386<br>WASHINGTON DC 20301-7100  |                         | CODE HQ0006  |               | 6. ADMINISTERED BY (If other than Firm 5)<br>DCMA SAN DIEGO<br>7875 DAGGET STREET<br>SUITE 100/200<br>SAN DIEGO CA 92111-2241  |  | CODE S0514A   |                     |  |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>JREX ENTERPRISES CORPORATION<br>PAMELA K. OCHALA<br>10455 PACIFIC CENTER COLRT<br>SAN DIEGO CA 92121-4399   |                         |  |               | 8. DELIVERY<br>[ ] FOB ORIGIN [X] OTHER (See below)  |  |   |                     |  |
|  |                         |  |               | 9. DISCOUNT FOR PROMPT PAYMENT   |  |   |                     |  |
|  |                         |  |               | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:  |  | ITEM<br>Section G   |                     |  |
| CODE 0ZKJ6   |                         | FACILITY CODE  |               |  |  |   |                     |  |
| 11. SHIP TO/MARK FOR<br><br>See Schedule   |                         | CODE   |               | 12. PAYMENT WILL BE MADE BY<br>DFAS/CO - WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>3890 EAST BROAD STREET BLDG 21<br>COLUMBUS OH 43218-2381  |  | CODE HQ0339   |                     |  |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN<br>COMPETITION:<br>[ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c)   |                         |  |               | 14. ACCOUNTING AND APPROPRIATION DATA  |  |   |                     |  |
| 15A. ITEM NO.  | 15B. SUPPLIES/ SERVICES |  | 15C. QUANTITY | 15D. UNIT  | 15E. UNIT PRICE  | 15F. AMOUNT   |                     |  |
| SEE SCHEDULE   |                         |  |               |  |  |   |                     |  |
| 15G. TOTAL AMOUNT OF CONTRACT  |                         |  |               |  |  | \$5,542,000.00  |                     |  |
| 16. TABLE OF CONTENTS  |                         |  |               |  |  |   |                     |  |
| (X) SEC.   | DESCRIPTION             |  |               | PAGE(S)  | (X) SEC.   | DESCRIPTION   |                     |  |
| PART I - THE SCHEDULE  |                         |  |               |  | PART II - CONTRACT CLAUSES                                   |   |                     |  |
| X  | A                       | SOLICITATION/ CONTRACT FORM                                  |               | 1  | X  | I   | CONTRACT CLAUSES    |  |
| X  | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                       |               | 2 - 6  | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS |   |                     |  |
| X  | C                       | DESCRIPTION/ SPECS / WORK STATEMENT                          |               | 7  | X  | J   | LIST OF ATTACHMENTS |  |
| X  | D                       | PACKAGING AND MARKING  |               | 8  | PART IV - REPRESENTATIONS AND INSTRUCTIONS                   |   |                     |  |
| X  | E                       | INSPECTION AND ACCEPTANCE                                    |               | 9  | K  | REPRESENTATIONS, CERTIFICATIONS AND<br>OTHER STATEMENTS OF OFFERORS |                     |  |
| X  | F                       | DELIVERIES OR PERFORMANCE                                    |               | 10   |  |   |                     |  |
| X  | G                       | CONTRACT ADMINISTRATION DATA                                 |               | 11 - 15  | L  | INSTRS., CONDS., AND NOTICES TO OFFERORS                            |                     |  |
| X  | H                       | SPECIAL CONTRACT REQUIREMENTS                                |               | 16 - 24  | M  | EVALUATION FACTORS FOR AWARD  |                     |  |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE  |                         |  |               |  |  |   |                     |  |
| 17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT<br>Contractor is required to sign this document and return it to the issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein.<br>(Attachments are listed herein.) |                         |  |               | 18. [ ] AWARD (Contractor is not required to sign this document.)<br>Your offer on Solicitation Number _____<br>including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |  |   |                     |  |
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br><i>Pamela K. Ochala, Director of Contracts</i>  |                         |  |               | 20A. NAME AND TITLE OF CONTRACTING OFFICER<br>KARLA SMITH JACKSON, CPCM<br>Director, Advanced Systems Contracting  |  |   |                     |  |
| 19B. NAME OF CONTRACTOR<br><i>James K. Ochala</i>  |                         | 19C. DATE SIGNED<br><i>15 July 2005</i>                      |               | 20B. UNITED STATES OF AMERICA<br><i>Julia S. [Signature]</i>   |  | 20C. DATE SIGNED<br>JUL 26 2005                                     |                     |  |
| BY <i>[Signature]</i><br>(Signature of person authorized to sign)  |                         |  |               | BY <i>[Signature]</i><br>(Signature of Contracting Officer)  |  |   |                     |  |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE           | MAX AMOUNT           |
|---------|--|-----------------|----------------|----------------------|----------------------|
| 0001    | Sensing Communications Technology<br>CPFF<br>The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1. | 28,450          | Labor<br>Hours |                      |                      |
|         |  |                 |                | MAX COST             | \$5,023,159.00       |
|         |  |                 |                | FIXED FEE            | \$518,841.00         |
|         |  |                 |                | TOTAL MAX COST + FEE | <hr/> \$5,542,000.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002    | Data and Reports  |          |      |            |        |

| ITEM NO | SUPPLIES/SERVICES | MAX<br>QUANTITY | UNIT           | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|----------------|------------|------------|
| 0101    |                   | 86,553          | Labor<br>Hours |            |            |

OPTION Sensing Communications Technology  
CPFF  
The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1.

|                      |                        |
|----------------------|------------------------|
| MAX COST             | \$12,948,159.00        |
| FIXED FEE            | \$1,350,627.00         |
| TOTAL MAX COST + FEE | <u>\$14,298,786.00</u> |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0102    | Data and Reports  |          |      |            |        |

OPTION

| ITEM NO | SUPPLIES/SERVICES | MAX<br>QUANTITY | UNIT           | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|----------------|------------|------------|
| 0201    |                   | 88,991          | Labor<br>Hours |            |            |

OPTION Sensing Communications Technology  
CPFF  
The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1.

|                      |                        |
|----------------------|------------------------|
| MAX COST             | \$12,848,140.00        |
| FIXED FEE            | \$1,340,015.00         |
| TOTAL MAX COST + FEE | <u>\$14,188,155.00</u> |



| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0202    | Data and Reports  |          |      |            |        |

OPTION

| ITEM NO | SUPPLIES/SERVICES | MAX<br>QUANTITY | UNIT           | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|----------------|------------|------------|
| 0301    |                   | 90,585          | Labor<br>Hours |            |            |

OPTION Sensing Communications Technology  
CPFF

The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1.

|                      |                        |
|----------------------|------------------------|
| MAX COST             | \$13,190,194.00        |
| FIXED FEE            | \$1,375,787.00         |
| TOTAL MAX COST + FEE | <u>\$14,565,981.00</u> |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0302    | Data and Reports  |          |      |            |        |

OPTION

MDA CLAUSES

**B-1 LINE ITEM DESCRIPTION (MAY 20053)**

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

**B-2 ESTIMATED COST AND FIXED FEE (MAY 2005)**

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

|                                |              |
|--------------------------------|--------------|
| Estimated Cost:                | \$44,009,653 |
| Fixed Fee:                     | \$ 4,585,269 |
| Estimated Cost-Plus-Fixed-Fee: | \$48,594,922 |

For task orders under CLIN 0001, 0101, 0201 and 0301, if exercised, the fixed fee shall be determined by applying 10.5% against the negotiated estimated cost for each task order exclusive of Travel.

**B-3 CONTRACT TYPE (MAY 2005)**

This is a Cost Plus Fixed Fee contract with a twelve-month base period and three, twelve-month options as specified in Section B and other related Sections, Attachments and Exhibits.

**B-4 OPTION REQUIREMENTS (MAY 2005)**

The Government may exercise the Option requirements as identified under Option Items 0101, 0201, and 0301. These Option items may be exercised, in whole or in part, in accordance with Special Provision "Exercise of Options."

**B-5 PAYMENT OF FIXED FEE (ORDERING) (MAY 2005)**

a. The fee paid for CLIN 0001, and if exercised, CLINs 0101, 0201 and 0301 will be the total of all fees earned on the negotiated task orders performed under CLIN 0001, and if exercised CLINs 0101, 0201 and 0301. The fee for each CLIN 0001, and if exercised, CLINs 0101, 0201 and 0301 task order will be calculated using the rate in clause B-2.

b. Both Level of Effort (LOE) and completion task orders may be used against CLIN 0001, and if exercised CLINs 0101, 0201 and 0301.

c. For completion task orders the Government will make fee payments in accordance with Paragraph B-5e, Completion/Ordering of this contract. For LOE task orders, the Government will make fee payments in accordance with paragraph B-5f, LOE/ordering, of this contract.

d. Direct Productive Labor Hours (DPLHs) will be included in each task order. The purpose of including labor hours in the completion task orders is solely for application to the maximum DPLH for the contract. The labor hours are not included for the purpose of fee payment or to establish a ceiling in the completion task orders.

e. Completion/Ordering. The Government will make payments to the contractor when requested as work progresses in accordance with FAR 52.216-7. Each invoice shall contain a statement by the contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee", in amounts commensurate with the percentage of work performed.

In no case shall the cumulative amount of fee invoiced, when expressed as a percentage of the total fixed fee for the applicable task order, exceed the cumulative percentage of work performed for the task order at the end of the task order period of performance.

f. LOE/Ordering. For those task orders designated "LOE", the Contractor shall invoice the fee separately.

Each invoice for fee shall contain a statement by the contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to the other provisions of FAR 52.216-8, "Fixed Fee" in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of fee invoiced, when expressed as a percentage of the total Fixed Fee for the applicable task order, exceed the cumulative percentage of DPLHs (actual employee labor hours exclusive of vacation, holidays, sick leave, and other absences) performed for that task order (as verified by the MDA COR) at the end of the billing period. Upon approval by the MDA COR the invoice will be sent to DFAS for payment. As outlined in Special Contract Requirement H-1, Level of Effort, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the DPLHs actually delivered to the maximum DPLHs. Also as outlined in Special Contract Requirement H-1, the fixed fee shall be adjusted in the DPLHs delivered by the labor category exceed the specified variance.

**B-6     COMPUTATION OF DIRECT PRODUCTIVE LABOR HOURS (DPLHs) (MAY 2005)**

- a. The minimum number of DPLH that may be ordered under each CLIN (0001, and if exercised, CLINs 0101, 0201 and 0301) is 1,000. The maximum number of DPLH that may be ordered under this contract is 294,579.
- b. The actual number of DPLH within the maximum ordered under the contract is computed as follows:
  1. For level of effort task orders, the number of DPLH ordered is defined as the number of DPLH ordered in the individual task orders.
  2. For completion task orders, the number of DPLH ordered is defined as the number of DPLH negotiated in determining the estimated costs of the individual task orders.
- c. The total DPLH ordered for all tasks, both level of effort and completion, shall not exceed the maximum number of DPLH that may be ordered under the total contract.



## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**C-1      SCOPE OF WORK (MAY 2005)**

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

**C-2      REPORTS AND OTHER DELIVERABLES (MAY 2005)**

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

- ☐ CONTRACT NUMBER
- ☐ PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- ☐ CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

## Section D - Packaging and Marking

MDA CLAUSES**D-1      PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)**

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

**D-2      PACKAGING AND MARKING OF HARDWARE ITEMS (MAY 2005)**

The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

**MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS –**  
Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to:

Office of the Secretary of Defense  
Missile Defense Agency, MDA/AS  
7100 Defense Pentagon  
Washington, DC 20301-7100  
Erwin.Myrick@mda.mil



Section E - Inspection and Acceptance

MDA CLAUSES

**E-1      INSPECTION AND ACCEPTANCE (MAY 2005)**

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

Office of the Secretary of Defense  
Missile Defense Agency, MDA/AS  
7100 Defense Pentagon  
Washington, DC 20301-7100

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 52.246-9     | Inspection Of Research And Development (Short Form) | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report            | MAR 2003 |

## Section F - Deliveries or Performance

MDA CLAUSES**F-1      DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)****For Base Period:**

a. The Contractor shall accomplish the work required by CLIN 0001 for the Statement of Objectives (SOO) for a period of twelve months after the effective date of the contract.

**For Option Period(s):**

b. In the event the Government exercises Option 1, in accordance with Special Provision "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0101 for the SOO during the twelve-month period commencing from the effective date of Option 1.

c. In the event the Government exercises Option 2, in accordance with Special Provision, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0201 for the SOO during the twelve-month period commencing from the effective date of Option 2.

d. In the event the Government exercises Option 3, in accordance with Special Provision, "Exercise of Options," the Contractor shall accomplish the work required by CLIN 0301 for the SOO during the twelve-month period commencing from the effective date of Option 3.

**F-2      DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS  
(JULY 2004)**

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibits A001, A002, A003 and A004.

**CLAUSES INCORPORATED BY REFERENCE**

|                 |  |          |
|-----------------|--|----------|
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-34       | F.O.B. Destination                       | NOV 1991 |

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**G-1 CONTRACT ADMINISTRATION (MAY 2005)**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

**(a) CONTRACTING OFFICERS**

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

**Name:** Shirlee R. Madeloff  
**Organizational Code:** MDA/CTV  
**Telephone Number:** 703-882-6152  
**E-Mail Address:** Shirlee.Madeloff@mda.mil

**(b) CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

**Name:** Erwin Myrick  
**Organizational Code:** MDA/AS  
**Telephone Number:** 703-882-6162  
**E-Mail Address:** Erwin.Myrick@mda.mil

(c) The Contracting Officer shall provide the following information from K-18 (for Contractor EDA POC) and K-14 (for Contract Administration), and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

|                                 |                                   |
|---------------------------------|-----------------------------------|
| <b>Name of Company EDA POC:</b> | <b>Pamela K. Ochala</b>           |
| <b>E-Mail Address:</b>          | <b>pocala@trexenterprises.com</b> |



**Telephone No.:** 858-646-5533

The point of contact on matters pertaining to contract audits is as follows:

**Name** Pamela K. Ochala  
**E-Mail Address:** pocala@trexenterprises.com  
**Telephone No.:** 858-646-5533

**G-2 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)**

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

**G-3 REMITTANCE ADDRESS**

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer -- Central Contractor Registration," Contract Section I (if applicable):

Trex Enterprises Corporation  
 10455 Pacific Center Ct.  
 San Diego, CA 92121-4339

CLAUSES INCORPORATED BY FULL TEXT

**G-4 PATENT INFORMATION (MAY 2005)**

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense  
 Missile Defense Agency, MDA/GC  
 7100 Defense Pentagon  
 Washington, DC 20301-7100

**G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (MAY 2005)**

## a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.
- ☐ To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.
  - ☐ At the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF Receipt and Acceptance electronic form in lieu of a Material Inspection and Receiving Report (MIRR), DD Form 250, in accordance with Appendix F of the Defense FAR Supplement.
  - ☐ When final payment is made, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF, or Letter of Transmittal, as applicable.
  - ☐ The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".
  - ☐ Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM  
 Area Command Ogden  
 Customer Service Center  
 CONUS ONLY: 1-866-618-5988  
 COMMERCIAL: 801-605-7095  
 DSN: 338-7095  
 FAX COMMERCIAL: 801-605-7453  
 FAX DSN: 388-7453  
[cscassig@ogden.disa.mil](mailto:cscassig@ogden.disa.mil)

## b. Submission of Invoices under Fixed Price Type Contracts

- a. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
- b. The use of WAWF-Receipt and Acceptance electronic form and invoice are in accordance with DFARS Appendix F.
- c. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

## d. The contractor shall prepare either:

- \_\_\_\_\_ a separate invoice for each activity designated to receive the supplies or services or
- \_\_\_\_\_ a consolidated invoice covering all shipments delivered under and individual order

- e. If acceptance is at origin, the contractor shall submit the WAWF-Receipt and Acceptance electronic form or other acceptance verification directly to the designated payment office.
- 1. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.
- c. Submission of Vouchers under Time and Materials and Cost Type Contracts
  - a. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
  - b. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
  - c. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
  - d. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

**G-6      PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING  
CLASSIFICATION CITATIONS (MAY 2005)**

CLIN(s) 0001, and associated Option CLIN(s), may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-5, Submission of Payment Requests. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-8, Accounting and Appropriation Data.

**G-7      SEGREGATION OF COSTS (MAY 2005)**

For CLIN(s) 0001 and the respective Option CLINs, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.



**G-8      PAYMENT OF FIXED FEE (ORDERING) (MAY 2005)**

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Direct Productive Labor Hours (DPLHs) performed for the billing period. For LOE Task Orders, each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee invoiced. For Completion Task Orders, each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

**G-9 ACCOUNTING AND APPROPRIATION DATA**

Funding will be provided on individual task orders.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**H-1      LEVEL OF EFFORT (LOE) AND COMPLETION ORDERS – FEE DETERMINATION (MAY 2005)**

a. In the performance of LOE-type Task Orders issued pursuant to Special Provision H-2, "TASK ORDERS", the Contractor shall provide Direct Productive Labor Hours (DPLHs). DPLHs are defined as actual employee, and/or authorized subcontractor, labor hours exclusive of vacation, holiday, sick leave and other absences. Direct labor costs are calculated consistent with the Contractor's standard accounting practices.

b. For LOE-type Task Orders, it is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total labor hours of effort prior to the expiration of the term thereof or present a materially different labor mix than specified by the Task Order. It is understood and agreed that the Contractor may, without notice to the Government, increase or decrease the approved number of labor hours for each labor category by no more than 10% to the extent that the ceiling price and maximum DPLH for the Task Order are not exceeded. If for any labor category the DPLH delivered are greater than 110% of the DPLH specified for that labor category in the Task Order, then the DPLH in excess of 110% for that labor category are non-fee bearing. The Contracting Officer shall reduce the fixed fee of the Task Order by an amount equal to the fee per hour for each non-fee bearing hour. The computed fee per hour for this Task Order is \$15.56, which represents the fixed fee divided by the total DPLH.

c. For LOE Task Orders, the fixed fee shall be paid based on delivery of DPLHs. If, at the end of each task order period of performance, the Contractor has delivered less than the ordered quantity of DPLHs, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the DPLHs actually delivered to the maximum Task Order DPLHs:

$$\frac{(\text{DPLHs Delivered} / \text{Maximum Task Order DPLHs}) \times \text{Task Order Fixed Fee}}{\text{Task Order Fixed Fee}} = \text{Adjusted Task Order Fixed Fee}$$

It is understood by the parties that the Contractor may use subcontractor hours to the extent authorized by the Contracting Officer, to satisfy its obligation of providing the Task Order and contract specified DPLHs. The subcontractors contemplated would be those additional subcontractors and/or current subcontractor providing new or additional work scope, initially contemplated to be performed by the Contractor, as identified in the negotiated Task Order. Further, such subcontractor effort shall be counted as delivered LOE by the Contractor, to the extent such subcontractor effort is comparable to the LOE contemplated to have been provided by the Contractor in the negotiated Task Order.

d. For completion task orders, the fixed fee shall be prorated based on the percentage of work completed. If, at the end of each task order period of performance, the Contractor has not completed the task, the fee may be reduced to reconcile the fee entitlement. No additional fee shall be paid on any cost overrun.

e. Nothing in this provision shall be construed to constitute authorization for the work not in accordance with the "LIMITATION OF FUNDS" provision of the contract. In addition, nothing in this provision shall be construed to diminish the rights of the parties pursuant to the "LIMITATION OF FUNDS" provision of this contract. Nothing in this provision shall be construed to authorize the Contractor to start work under any task order issued under this contract without authorization from the Contracting Officer.

**H-2      TASK ORDERS (MAY 2005)**

a. General. The task order procedures in this clause shall apply to CLIN 0001, and if exercised Option CLINs 0101, 0201 and 0301. The Government may order up to the maximum Direct Productive Labor Hours (DPLHs) specified in the Schedule. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in Section I clauses FAR 52.216-18, 52.216-19 and 52.216-22. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

b. Ordering. Task Orders will be issued in written form by the Contracting Officer. Normally, prior to issuing a Task Order, the Contracting Officer will request, and the Contractor shall provide a Task Plan for accomplishing the work.

(1) Draft Task Order. The Contracting Officer will issue a draft Task Order to the Contractor with a request to the Contractor to submit a plan for accomplishing the task. The draft Task Order will include the following information:

- ☐ contract number, CLIN and SOO/SOW reference;
- ☐ description of the task to be performed;
- ☐ a period of performance for the task;
- ☐ description of the deliverables (as appropriate); and
- ☐ specify either LOE or completion and number of DPLH.

**NOTE: Issuance of a draft Task Order does not authorize performance of this task.**

(2) Task Plan. The Contractor shall submit a Task Plan within thirty (30) calendar days after receipt of a draft Task Order. The Task Plan shall include:

- (a) a brief description of the method and approach to accomplish the Task Order;
- (b) estimated level of effort, in DPLHs by labor category, required to perform the task in the period of performance specified by the Task Order. (DPLHs to be delivered by the Contractor shall include all reimbursable labor hours worked regardless of source, prime or authorized subcontractor);
- (c) the Contractor's cost estimate, including all travel and other travel costs, with supporting rationale to perform the Task Order; and
- (d) upon completion of negotiations, a certificate of Current Cost and Pricing Data, as required by FAR 15.403-4, shall be submitted to the Contracting Officer.

(3) Task Order Issuance. Within thirty (30) calendar days after receipt of the Task Plan, the Contracting Officer will provide either an executed Task Order, or advise the Contractor of changes required to the Task Plan. Once the Contractor and Contracting Officer have agreed on the contents of the Task Plan, the Contracting Officer will issue the Task Order, which includes the following:

- (a) Contracting Officer signature and date of order;
- (b) contract number, CLIN, order number and SOW reference;
- (c) description of the Task to be performed;
- (d) for LOE tasks, the maximum number of labor hours by labor category and total cost-plus-fixed fee ceiling to be expended on the task; for completion tasks, the estimated labor hours and cost-plus-fixed-fee;
- (e) the period of performance for the task; and



(f) deliverables including applicable CDRLs.

(4) Alternate Procedure. When time will not permit the preparation of a Task Plan before commencement of work, the Contracting Officer may issue a Task Order specifying a maximum DPLH and estimated cost not to be exceeded pending agreement on the Task Plan.

(a) The Contractor shall begin performance promptly and submit a Task Plan within ten (10) calendar days after receipt of the Task Order.

(b) Within ten (10) calendar days after receipt of the Task Plan, the Contracting Officer will provide either a written Notice of Approval, issue an amendment to the Task Order, or advise the Contractor of changes required to the Task Plan.

(c) Until such time as a Task Plan is approved, the Contractor shall limit the expenditure of DPLHs and costs at a rate such that the Task Order maximum DPLHs and ceiling price will not be exceeded prior to the completion of the task.

c. Task Order Amendments. Task Orders normally will be amended using the standard procedures for issuing Task Orders. In emergency circumstances, Task Orders may be amended orally by the Contracting Officer; oral amendments will be confirmed by issuance of a written Task Order modification within five working days from the time of the oral communication amending the order.

d. Performance. Subject to the contract terms and conditions, and unless otherwise directed by the Contracting Officer, the Contractor shall initiate performance on new task orders promptly upon receipt of a signed Task Order. Performance of work on new task orders prior to execution of an approved Task Order is not authorized and is at the Contractor's own risk.

e. Cost and Labor Hour Limitation.

(1) The Contractor shall incur costs under this contract only in the performance of Task Orders and amendments to orders issued by the Contracting Officer. No other costs are authorized without the express written consent of the Contracting Officer. **The Contractor will not be paid for expenditures above the maximum DPLHs for LOE tasks or the cost-plus-fixed-fee ceiling of any individual Task Order (LOE or Completion).**

(2) To allow the Contractor the flexibility to utilize the optimum labor mix in performing each LOE Task Order, the Contractor may, without notice to the Government, increase or decrease the approved number of hours by no more than 10% for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that the maximum DPLHs (LOE) and ceiling price for the Task Order are not exceeded.

### H-3 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the research and development effort entitled "Sensing, Communications and Advanced Materials Technology Development." The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the

Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

#### **H-4 PUBLIC RELEASE OF INFORMATION (MAY 2005)**

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:



- (1) Seven (7) copies of each item.
- (2) Written statement, including:
  - (a) To whom the material is to be released
  - (b) Desired date for public release
  - (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
  - (d) The contract number.
- e. The items submitted must be complete. Photographs shall have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.
- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/AS  
 Attn: Erwin Myrick  
 1301 Southgate Road  
 Arlington, VA 22202

**H-6      INSURANCE (MAY 2005)**

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

**TYPES OF INSURANCE**

**MINIMUM AMOUNT**

Workmen's Compensation and all occupational disease  
 Employer's Liability including all occupational disease  
 when not covered by Workmen's Compensation above

As required by State law  
 \$100,000 per accident

General Liability (Comprehensive) Bodily Injury per \$500,000



occurrence

Automobile Liability (Comprehensive)

|                              |           |
|------------------------------|-----------|
| Bodily Injury per person     | \$200,000 |
| Bodily Injury per accident   | \$500,000 |
| Property Damage per accident | \$ 20,000 |

**H-10      ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)**

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

**H-11      MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)**

a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense  
Missile Defense Agency, MDA/ACC  
7100 Defense Pentagon  
Washington, DC 20301-7100

Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

- b. The COR is authorized to approve visit requests for the Contracting Officer.

**H-12      CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)**

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

**H-13      ACQUISITION OF FACILITIES (MAY 2005)**

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

**H-15      EXERCISE OF OPTIONS (MAY 2005)**

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or



services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

#### **H-20      SENSITIVE INFORMATION TECHNOLOGY WORK (MAY 2005)**

DOD 5200.2-R, DOD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT) systems, to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Organizational Security Division (MDS/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

#### **H-21      TOP SECRET PERIODIC REINVESTIGATION (MAY 2005)**

When Contractor personnel with TOP SECRET clearance are due for a Periodic Reinvestigation (PR), the Contractor shall monitor and determine if the individual currently has access to Sensitive Compartmented Information (SCI) or if eligibility for access to SCI is required to support the contract. The Contractor's Facility Security Officer, or other authorized official, will ensure that Contractor personnel having access to or eligibility for access to SCI is submitted for a Periodic Reinvestigation meeting SCI standards. This will ensure that once the investigation is completed, the appropriate Central Adjudication Facility will also have the investigation adjudicated for continued eligibility for access to SCI.

Failure to have the PR meet SCI standards will most likely result in the individual being denied continued access to SCI until a PR is re-investigated to appropriate standards. The Contractor will be required to provide an eligible replacement within 30 working days if required.



**H-22      SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT**  
**(MAY 2005)**

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

- ☐ \_\_\_ Electronic format through the following website: [www.mdasmallbusiness.com](http://www.mdasmallbusiness.com)
- ☐ \_\_\_ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)  
7100 Defense Pentagon  
Washington, DC 20301-7100

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                 |  |          |
|-----------------|--|----------|
| 52.202-1        | Definitions  | JUL 2004 |
| 52.203-3        | Gratuities   | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees   | APR 1984 |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government  | JUL 1995 |
| 52.203-7        | Anti-Kickback Procedures   | JUL 1995 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity   | JAN 1997 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity   | JAN 1997 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions   | JUN 2003 |
| 52.204-2        | Security Requirements  | AUG 1996 |
| 52.204-4        | Printed or Copied Double-Sided on Recycled Paper   | AUG 2000 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment     | JUL 1995 |
| 52.211-15       | Defense Priority And Allocation Requirements   | SEP 1990 |
| 52.215-2        | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-8        | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-10       | Price Reduction for Defective Cost or Pricing Data   | OCT 1997 |
| 52.215-12       | Subcontractor Cost or Pricing Data   | OCT 1997 |
| 52.215-15       | Pension Adjustments and Asset Reversions   | OCT 2004 |
| 52.215-16       | Facilities Capital Cost of Money   | JUN 2003 |
| 52.215-18       | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions                                       | OCT 1997 |
| 52.215-19       | Notification of Ownership Changes  | OCT 1997 |
| 52.215-21 Alt I | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I | OCT 1997 |
| 52.216-7        | Allowable Cost And Payment   | DEC 2002 |
| 52.216-8        | Fixed Fee  | MAR 1997 |
| 52.216-22       | Indefinite Quantity  | OCT 1995 |
| 52.219-16       | Liquidated Damages-Subcontracting Plan   | JAN 1999 |
| 52.222-2        | Payment For Overtime Premiums  | JUL 1990 |
| 52.222-3        | Convict Labor  | JUN 2003 |
| 52.222-21       | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26       | Equal Opportunity  | APR 2002 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                    | DEC 2001 |
| 52.222-36       | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                    | DEC 2001 |
| 52.223-6        | Drug-Free Workplace  | MAY 2001 |
| 52.223-14       | Toxic Chemical Release Reporting   | AUG 2003 |
| 52.225-13       | Restrictions on Certain Foreign Purchases  | DEC 2003 |
| 52.227-1 Alt I  | Authorization And Consent (Jul 1995) - Alternate I   | APR 1984 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement  | AUG 1996 |
| 52.227-11       | Patent Rights--Retention By The Contractor (Short Form)  | JUN 1997 |

|                    |  |          |
|--------------------|--|----------|
| 52.228-7           | Insurance--Liability To Third Persons  | MAR 1996 |
| 52.230-2           | Cost Accounting Standards  | APR 1998 |
| 52.232-17          | Interest   | JUN 1996 |
| 52.232-18          | Availability Of Funds  | APR 1984 |
| 52.232-22          | Limitation Of Funds  | APR 1984 |
| 52.232-22          | Limitation Of Funds  | APR 1984 |
| 52.232-23 Alt I    | Assignment of Claims (Jan 1986) - Alternate I  | APR 1984 |
| 52.232-25          | Prompt Payment   | OCT 2003 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration  | OCT 2003 |
| 52.233-1           | Disputes   | JUL 2002 |
| 52.233-3 Alt I     | Protest After Award (Aug 1996) - Alternate I   | JUN 1985 |
| 52.242-1           | Notice of Intent to Disallow Costs   | APR 1984 |
| 52.242-3           | Penalties for Unallowable Costs  | MAY 2001 |
| 52.242-4           | Certification of Final Indirect Costs  | JAN 1997 |
| 52.242-13          | Bankruptcy   | JUL 1995 |
| 52.243-2 Alt V     | Changes--Cost-Reimbursement (Aug 1987) - Alternate V   | APR 1984 |
| 52.244-2 Alt I     | Subcontracts (Aug 1998) - Alternate I  | AUG 1998 |
| 52.244-5           | Competition In Subcontracting  | DEC 1996 |
| 52.244-6           | Subcontracts for Commercial Items  | JUL 2004 |
| 52.245-4           | Government-Furnished Property (Short Form)   | JUN 2003 |
| 52.249-6 Alt IV    | Termination (Cost Reimbursement) (May 2004) - Alternate IV   | SEP 1996 |
| 52.249-14          | Excusable Delays   | APR 1984 |
| 52.253-1           | Computer Generated Forms   | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative   | DEC 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                   | MAR 1999 |
| 252.203-7002       | Display Of DOD Hotline Poster  | DEC 1991 |
| 252.204-7000       | Disclosure Of Information  | DEC 1991 |
| 252.204-7003       | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A   | NOV 2003 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country                        | MAR 1998 |
| 252.215-7000       | Pricing Adjustments  | DEC 1991 |
| 252.215-7002       | Cost Estimating System Requirements  | OCT 1998 |
| 252.223-7004       | Drug Free Work Force   | SEP 1988 |
| 252.225-7012       | Preference For Certain Domestic Commodities  | JUN 2004 |
| 252.225-7031       | Secondary Arab Boycott Of Israel   | APR 2003 |
| 252.226-7001       | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013       | Rights in Technical Data--Noncommercial Items  | NOV 1995 |
| 252.227-7014       | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation                            | JUN 1995 |
| 252.227-7017       | Identification and Assertion of Use, Release, or Disclosure Restrictions   | JUN 1995 |
| 252.227-7025       | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends               | JUN 1995 |
| 252.227-7030       | Technical Data--Withholding Of Payment   | MAR 2000 |
| 252.227-7037       | Validation of Restrictive Markings on Technical Data   | SEP 1999 |
| 252.227-7039       | Patents--Reporting Of Subject Inventions   | APR 1990 |



|              |  |          |
|--------------|--|----------|
| 252.235-7010 | Acknowledgment of Support and Disclaimer | MAY 1995 |
| 252.235-7011 | Final Scientific or Technical Report     | SEP 1999 |
| 252.242-7000 | Postaward Conference                     | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment        | MAR 1998 |
| 252.246-7001 | Warranty Of Data                         | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea        | MAY 2002 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 23, 2005 through May 22, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1,000 DPLH, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 294,579 DPLH;

(2) Any order for a combination of items in excess of 294,579 DPLH; or

(3) A series of orders from the same ordering office within n/a days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within n/a days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty days of the expiration of the contract or task order.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days from the expiration of the contract or task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                                  | PAGES | DATE        |
|---------------|--|-------|-------------|
| Exhibit A     | Contract Data                                | 7     | 23-MAY-2005 |
| Attachment 1  | Requirements List<br>Statement of Objectives | 3     | 22-MAR-2005 |



# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 4

|   |  |  |  |  |  |  |  |   |  |
|---|--|--|--|--|--|--|--|---|--|
| 1. CONTRACT/PURCH ORDER/ AGREEMENT NO.<br>HQ0006-05-D-0008  |  | 2. DELIVERY ORDER/ CALL NO.<br>00060002  |  | 3. DATE OF ORDER/ CALL<br>(YYYYMMDD)<br>2006 May 23  |  | 4. REQ/ PURCH REQUEST NO.<br>51472, BANG                         |  | 5. PRIORITY<br>DX-C8  |  |
| ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>7100 DEFENSE PENTAGON<br>SMIRLIE MADELOFF<br>703-602-8152 FAX 703-682-6366<br>WASHINGTON DC 20301-7100   |  | CODE<br>HQ0006   |  | 7. ADMINISTERED BY (if other than 6)<br>DCMA SAN DIEGO<br>7675 DAGGET STREET<br>SUITE 100200<br>SAN DIEGO CA 92111-2241  |  | CODE<br>80514A   |  | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br>(See Schedule if other)                   |  |
| CONTRACTOR<br>NAME<br>Trex Enterprises Corporation<br>PAMELA K. OCHALA<br>1055 PACIFIC CENTER COURT<br>ADDRESS<br>SAN DIEGO CA 92121-4339   |  | COD<br>02KJ6   |  | FACILITY   |  | 10. DELIVER TO FOB POINT BY (Date)<br>(YYYYMMDD)<br>SEE SCHEDULE |  | 11. MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |  |
| 4. SHIP TO<br>SEE SCHEDULE  |  | CODE   |  | 15. PAYMENT WILL BE MADE BY<br>DFAS/CO - WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>3490 EAST BROAD STREET BLDG 21<br>COLUMBUS OH 43218-2381  |  | CODE<br>HQ0339   |  | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Item 15  |  |
| 16. TYPE OF ORDER<br>DELIVERY/ CALL<br>PURCHASE   |  | X  |  | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.<br>Reference your quote dated<br>Furnish the following on forms specified herein. REF |  |  |  |   |  |
| <p>ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME</p> <p><i>Trex Enterprises Corporation</i> NAME OF CONTRACTOR<br/> <i>Karla Smith Jackson</i> SIGNATURE<br/> <i>Pamela K. Ochala</i> TYPED NAME AND TITLE<br/> <i>Director</i> DATE SIGNED (YYYYMMDD)<br/> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1</p> |  |  |  |  |  |  |  |   |  |
| 7. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE<br>See Schedule   |  |  |  |  |  |  |  |   |  |
| 8. ITEM NO.   |  | 19. SCHEDULE OF SUPPLIES/ SERVICES   |  |  |  | 20. QUANTITY ORDERED/ ACCEPTED*                                  |  | 21. UNIT  |  |
|   |  |  |  |  |  |  |  | 22. UNIT PRICE  |  |
|   |  |  |  |  |  |  |  | 23. AMOUNT  |  |
|   |  | SEE SCHEDULE   |  |  |  |  |  |   |  |
| If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.  |  | 24. UNITED STATES OF AMERICA<br>TEL:<br>EMAIL:<br>BY:  |  |  |  | 25. TOTAL<br>26. DIFFERENCES                                     |  | \$4,022,974.90  |  |
| 9. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED   |  | SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>c. DATE (YYYYMMDD)<br>d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |  |  |  |  |  |   |  |
| MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |  |  | 28. SHIP NO.   |  | 29. DO VOUCHER NO.   |  | 30. INITIALS  |  |
| TELEPHONE NUMBER  |  | e. E-MAIL ADDRESS  |  | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL   |  | 32. PAID BY  |  | 33. AMOUNT VERIFIED CORRECT FOR   |  |
| I certify this account is correct and proper for payment.   |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER   |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL   |  |  |  | 34. CHECK NUMBER  |  |
| DATE (YYYYMMDD)   |  |  |  |  |  |  |  | 35. BILL OF LADING NO.  |  |
| RECEIVED AT   |  | 38. RECEIVED BY  |  | 39. DATE RECEIVED (YYYYMMDD)   |  | 40. TOTAL CONTAINERS   |  | 41. S/R ACCOUNT NO.   |  |
|   |  |  |  |  |  |  |  | 42. S/R VOUCHER NO.   |  |

Form 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE           | AMOUNT         |
|---------|---|----------|----------------|----------------------|----------------|
| 0001    |   | 19,280   | Labor<br>Hours |                      |                |
|         | Sensing Communications Technology   |          |                |                      |                |
|         | CPFF  |          |                |                      |                |
|         | The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1. |          |                |                      |                |
|         | PURCHASE REQUEST NUMBER: 51472, BASIC   |          |                |                      |                |
|         |   |          |                | ESTIMATED COST       | \$3,646,286.00 |
|         |   |          |                | FIXED FEE            | \$376,688.00   |
|         |   |          |                |                      | <hr/>          |
|         |   |          |                | TOTAL EST COST + FEE | \$4,022,974.00 |
|         | Funded Amount   |          |                |                      | \$0.00         |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES     | AMOUNT         |
|---------|-----------------------|----------------|
| 000101  | Informational Funding |                |
|         | ACRN AA Funded Amount | \$4,022,974.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0002    | Data and Reports  |          |      |            |        |
|         | CPFF              |          |      |            |        |

FOB: Destination

## Section C - Descriptions and Specifications

DESCRIPTION AND SPECIFICATIONS**1.0 Task Type and Period of Performance**

This is a cost plus fixed fee completion-type task order. The period of performance is May 23, 2005 – May 22, 2006.

**2.0 Method and Approach**

There exists a need in the Ballistic Missile Defense System for real time networking and communications capability for battle management, command and control, and intelligence (BMC3I). The communications system must enable sensor fusion for target identification and selection and very rapid engagement decisions.

The proposed program will have the objectives of:

- a. Increasing data rates to achieve compatibility with the 10s of GHz requirements needed for future transformational communications.
- b. Continuous improvements in network security, speed and robustness.
- c. Continuously increasing transmission ranges in all operational conditions.
- d. Continuous improvements in size, weight, power and costs.

Methods for achieving the proposed objectives include but are not limited to:

- a. Improvements in components such as the development of improved amplifier technology and increased component integration through the development of MMICs.
- b. Developing systems at new optical or MMW carrier frequencies that allow increased bandwidth or improved network security.
- c. Development of advanced acquisition and tracking systems, optical systems and antennas that reduce size, weight, power and cost. Examples include improved materials, higher efficiency lasers and novel communications antennas.
- d. Improvements in the control, weight and bandwidth of all-optical switch networks.

The expected results include improved network security, more rapid communications of critical information for engagement decisions, increasing technology readiness levels and insertion into the MDA system at appropriate Block upgrades.

**3.0 Tasks**

- 3.1.1 Upgrade 2.5 Gbps Data Link Hardware. Trex will perform detailed design, hardware fabrication, and integration of a 2.5 Gbps millimeter-wave data link. The design will incorporate lessons learned on earlier 1.25 and 2.5 Gbps hardware.



- 3.1.2 Upgrade 2.5 Gbps Data Link Field Testing. Trex will field test the millimeter-wave data link hardware developed in Task 1.2.1. Testing will be performed first at the Trex facility, and then at an off-site location chosen in collaboration with the customer.
- 3.1.3 10 Gbps Data Link Prototype Design. Trex will perform system-level and detailed design of millimeter-wave data link hardware capable of supporting a data rate of 10 Gbps.
- 3.1.4 Management and Reporting. Trex will perform management and reporting functions as called out in the CDRL list for this Delivery Order.

#### **4.0 Travel**

All travel must be coordinated with and approved by the COR in advance.

#### **5.0 Deliverables**

The data and reports listed below shall be delivered in accordance with the Statement of Objectives and the Contract Data Requirements List, DD Form 1423-1 (Exhibit A)

- A001 Funds & Labor Hours Expenditure Report
- A002 Interim Status Briefing
- A003 Technical Report
- A004 Final Briefing and Report

#### **6.0 Accounting and Appropriation Data**

(b)(2)



| <b>ORDER FOR SUPPLIES OR SERVICES</b>  |  |  |  |  |   | PAGE 1 OF 5                         |   |                          |                                 |  |            |  |
|--|--|--|--|--|---|-------------------------------------|---|--------------------------|---------------------------------|--|------------|--|
| 1. CONTRACT/PURCH. ORDER/ACCOMMODATION NO.<br>HQ0005-05-D-0005   |  | 2. DELIVERY ORDER/ CALL NO.<br>00080001                        |  | 3. DATE OF ORDER/CALL<br>(YYYYMMDD)<br>2006 May 23   |   | 4. REQ./PURCH. REQUEST NO.<br>00005 |   | 5. PRIORITY<br><br>DX-C0 |                                 |  |            |  |
| 6. ISSUED BY<br>NRESE DEFENSE AGENCY (NDA)<br>7100 DEFENSE PENTAGON<br>SHIRLEY MADELOFF<br>703-692-6157 FAX 703-692-6350<br>WASHINGTON DC 20301-7100   |  |  | 7. ADMINISTERED BY (if other than 6)<br>DCMA SAN DIEGO<br>7675 CASSET STREET<br>SUITE 100200<br>SAN DIEGO CA 92111-2241  |  | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br><br>(See Schedule if other) |                                     | 11. MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |                          |                                 |  |            |  |
| 9. CONTRACTOR<br>NAME: TREX ENTERPRISES CORPORATION<br>PAMELA K. OCHALA<br>AND: 10635 PACIFIC CENTER COURT<br>ADDRESS: SAN DIEGO CA 92121-4330   |  |  | 10. DELIVER TO FOB POINT BY (Date)<br>(YYYYMMDD)<br>SEE SCHEDULE   |  | 12. DISCOUNT TERMS  |                                     |   |                          |                                 | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Item 15 |            |  |
| 14. SHIP TO<br>SEE SCHEDULE  |  |  | 15. PAYMENT WILL BE MADE BY<br>CODE: HQ0000<br>DFASCO - WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>3000 EAST BROAD STREET BLDG 21<br>COLUMBUS OH 43218-2381 |  | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.   |                                     |   |                          |                                 |  |            |  |
| 16. TYPE OF ORDER  |  | DELIVERY/ CALL<br><input checked="" type="checkbox"/> PURCHASE |  | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.<br>Reference your quote dated _____<br>Provide the following on items specified herein: REF: _____ |   |                                     |   |                          |                                 |  |            |  |
| <p style="text-align: center;">ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.</p> <p>NAME OF CONTRACTOR: <u>Trex Enterprises Corporation</u> SIGNATURE: <u>[Signature]</u> TYPED NAME AND TITLE: <u>PAMELA K. OCHALA, Director</u> DATE SIGNED: <u>5/23/06</u></p> <p><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <u>1</u></p> |  |  |  |  |   |                                     |   |                          |                                 |  |            |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE<br>See Schedule   |  |  |  |  |   |                                     |   |                          |                                 |  |            |  |
| 18. ITEM NO.   |  | 19. SCHEDULE OF SUPPLIES/ SERVICES                             |  |  | 20. QUANTITY ORDERED/ ACCEPTED*   |                                     | 21. UNIT  |                          | 22. UNIT PRICE                  |  | 23. AMOUNT |  |
|  |  | SEE SCHEDULE   |  |  |   |                                     |   |                          |                                 |  |            |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and indicate.   |  |  |  |  | 24. UNITED STATES OF AMERICA<br>YES: <u>[Signature]</u><br>DATE: <u>[Signature]</u><br>BY: <u>[Signature]</u>                       |                                     | 25. TOTAL<br>\$1,570,000.00   |                          | 26. DIFFERENCES                 |  |            |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED  |  |  |  |  |   |                                     |   |                          |                                 |  |            |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |  |  |  | c. DATE<br>(YYYYMMDD)   |                                     | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE<br>KARLA SMITH JACKSON, CPCM<br>Director, Advanced Systems Contracting          |                          |                                 |  |            |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |  |  |  |  | 28. SHIP NO.  |                                     | 29. DO VOUCHER NO.  |                          | 30. INITIALS                    |  |            |  |
| f. TELEPHONE NUMBER  |  | g. E-MAIL ADDRESS  |  |  | <input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL  |                                     | 32. PAID BY   |                          | 33. AMOUNT VERIFIED CORRECT FOR |  |            |  |
| 36. I certify this account is correct and proper for payment.  |  |  |  |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL              |                                     | 34. CHECK NUMBER  |                          | 35. BILL OF LADING NO.          |  |            |  |
| 37. RECEIVED AT  |  | 38. RECEIVED BY  |  | 39. DATE RECEIVED<br>(YYYYMMDD)  |   | 40. TOTAL CONTAINERS                |   | 41. S/R ACCOUNT NO.      |                                 | 42. S/R VOUCHER NO.                                      |            |  |

## Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT           | UNIT PRICE           | AMOUNT         |
|---------|---|----------|----------------|----------------------|----------------|
| 0001    |   | 9,170    | Labor<br>Hours |                      |                |
|         | Sensing Communications Technology   |          |                |                      |                |
|         | CPFF  |          |                |                      |                |
|         | The Contractor shall develop novel electro-optic sensor technologies and advanced communications and radar technologies in accordance with the Statement of Objectives. NOTE: The unit of issue of one Labor Hour equates to 1 Direct Productive Labor Hour (DPLH). See Special Contract Requirement H-1. |          |                |                      |                |
|         | PURCHASE REQUEST NUMBER: 59565  |          |                |                      |                |
|         |   |          |                | ESTIMATED COST       | \$1,376,873.00 |
|         |   |          |                | FIXED FEE            | \$142,153.00   |
|         |   |          |                |                      | <hr/>          |
|         |   |          |                | TOTAL EST COST + FEE | \$1,519,026.00 |
|         | Funded Amount   |          |                |                      | \$0.00         |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES     | QUANTITY | UNIT | UNIT PRICE           | AMOUNT         |
|---------|-----------------------|----------|------|----------------------|----------------|
| 000101  |                       |          |      |                      |                |
|         | Funding SubCLIN       |          |      |                      |                |
|         | CPFF                  |          |      |                      |                |
|         |                       |          |      | ESTIMATED COST       | \$0.00         |
|         |                       |          |      | FIXED FEE            | \$0.00         |
|         |                       |          |      |                      | <hr/>          |
|         |                       |          |      | TOTAL EST COST + FEE | \$0.00         |
|         | ACRN AA Funded Amount |          |      |                      | \$1,519,026.00 |

FOB: Destination



## Section C - Descriptions and Specifications

**TASK PLAN****1.0 Task Type and Period of Performance**

This is a cost plus fixed fee completion-type task order. The period of performance is twelve months from the date of award.

**2.0 Method and Approach**

There exists a need in the Ballistic Missile Defense System for continuous advances in sensing technology at all pertinent spectral ranges from the UV to radio frequency. Sensors must provide global, all weather, wide area surveillance for launch detection, and accurate tracking and handoff of the re-entry vehicle trajectory to enable missile interception in the boost, mid-course and terminal phases of flight.

The proposed program will have the objectives of:

- a. Developing novel electro-optic sensor technologies that have improved spectral response, increased detection capability, increased resolution and enhanced tracking and target selection capabilities.
- b. Developing advanced radar technologies that improve system robustness, reduce cost and enhance radar performance parameters for all-weather tracking of missiles.

***Task 1 Sensing Scope of Work:***

1. Development of new imaging sensors. The potential exists to develop new imaging sensors based on (b)(4)  
(b)(4)
2. Improvements in the selectivity and sensitivity of porous silicon based sensors for detecting biological molecules and agents for the purpose of protecting MDA sites.
3. Improvements in laser radar such as (b)(4)  
(b)(4)
4. Improvements in radar sensors that reduce size, weight, power and cost. Targeted areas include (b)(4)  
(b)(4)

**3.0 Travel**

All travel must be coordinated with and approved by the COR in advance.

#### **4.0 Deliverables**

The data and reports listed below shall be delivered in accordance with the Statement of Objectives and the Contract Data Requirements List, DD Form 1423-1 (Exhibit A).

- A001 Funds & Labor Hours Expenditure Report
- A002 Interim Status Briefing
- A003 Technical Report
- A004 Final Briefing and Report

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b)(2)

